



John R. Justice Loan Repayment Program

The John R. Justice Student Loan Repayment Program (JRJ) provides loan repayment assistance for state and federal public defenders and state prosecutors who agree to remain employed as public defenders and prosecutors for at least three years. Renewal of this award is contingent upon future funding, employment and each recipient completing a renewal application by the priority deadline.

To be eligible, a new applicant must meet the following criteria:

- Must be continually licensed to practice law in the State of Iowa;
- Meet the definition of an eligible prosecutor or public defender in the State of Iowa (see information and definitions in **Appendix A** and **Appendix B**);
- Must have been employed in an eligible position on or before January 1, 2014;
- Complete and file annual applications by the deadline established by the Commission. If funds remain available after the application deadline, the Commission will continue to accept applications;
- Have outstanding eligible educational loan debt, described as one of the following:
 - Federal Subsidized Stafford loans.
 - Federal Unsubsidized Stafford loans.
 - Federal Perkins loans.
 - Federal Graduate PLUS loans.
- Be employed in an eligible prosecutor or public defender position for each year of the three year contract period;
- Must be employed full-time, which is not less than 75 percent of a forty hour work week;
- Must not hold an elected office as a prosecutor or public defender (does not prohibit elected offices that are unrelated to the prosecutor/public defender position);
- Must not be in default on any federal student loans;
- Must submit all application materials by **October 30, 2015**.

Recipients will be selected evenly from each of Iowa's four congressional districts in order to ensure fair distribution of funding. Fifty percent of Iowa's total allocation for awards will be restricted for public defender awards; fifty percent of Iowa's total allocation for awards will be restricted for public prosecutor awards.

Required application materials for new applicants:

- Completed and signed application form;
- Completed and signed Service Agreement (Appendix B);
- Signed copy of 2014 U.S. 1040 tax form and 2014 Iowa 1040 tax form (to obtain the applicant's AGI or, if married, the household AGI).
- Copies of most recent monthly statements from each of your lenders/servicers of your federal Stafford/Perkins/Grad PLUS/Consolidation loans. Statements should include the monthly scheduled payment due.

Employment requirements for new recipients:

- Must have been employed in an eligible position on or before January 1, 2014;
- The first year of employment that will count toward the three year contract period is October 2015-September 2016.

FY2015 John R. Justice Loan Repayment Application

Application deadline: Both the Application, Appendix B, loan statements, and tax returns must arrive at Iowa College Aid on or before **October 30, 2015**.

Award notification: Conditional award designations will be made in December 2015.

Mail materials to: Iowa College Student Aid Commission
Attention: Program Administration Dept.
430 East Grand Avenue; Floor 3
Des Moines, IA 50309-1920
Or fax application materials to 515-725-3401

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PART A – APPLICANT INFORMATION

First Name: _____ MI: _____ Last Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____ County: _____

Email: _____ Phone: _____

SSN: _____ Date of Birth: ____/____/____

PART B – DEGREE INFORMATION

Law school from which you graduated: _____

City: _____ State: _____

Graduation Year: _____

PART C— EMPLOYMENT INFORMATION

Please check one (according to information and definitions in **Appendix A** and **Appendix B**):

- ☐ I am an eligible prosecutor in Iowa.
- ☐ I am an eligible state or local public defender in Iowa.
- ☐ I am an eligible federal public defender in Iowa.

Do you hold an elected office as a prosecutor or public defender? (Circle one) Yes No

Employer Name: _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Job Title: _____ Annual Salary: \$ _____

Office email: _____ Office phone: _____

Are you employed full-time (at least 30 hours a week)? _____

Employment Start Date (mm/dd/yyyy): ____/____/____

Supervisor Name: _____

Supervisor E-mail: _____ Supervisor Phone: _____

Please provide copies of all of your most recent monthly statement(s) from each of your lenders/servicers of your federal Stafford/Perkins/Grad PLUS/Consolidation loans.

Total Outstanding Federal Stafford/Perkins/Grad PLUS/Consolidation Loan Debt: \$ _____

Please provide the name and address for the lender that you would like to receive your payment. If you have multiple lenders, only indicate the name of the lender to whom you want the payment sent.

Lender Name: _____

Payment Mailing Address: _____

City: _____ State: _____ Zip: _____

If you are/will receive funding to repay your education loan debt from any other source, please list it below.

Name of organization providing loan repayment funding:

Approximately how much funding will you annually receive from this organization? \$ _____

What educational loans will the funds be applied to: _____

PART D – AUTHORIZATION AND RELEASE

By completing and submitting this application, I authorize the release of information pertinent to my eligibility for this program to and from the following entities: my employer, the holder of my educational loans, Iowa Workforce Development wage records system, and Iowa College Student Aid Commission. This information may be used to verify information provided on the John R. Justice Grant Program Application and to determine program eligibility.

I have read and understand the information in the Authorization and Release and, by submitting this Application, agree to the terms of the Authorization and Release.

Applicant Signature: _____

Appendix A

John R. Justice Student Loan Repayment Program (JRJSLRP) Processing Timeframes and Payment Detail

Application and Recipient Selection Process:

If you are selected as a recipient of the JRJSLRP, payment will be sent directly to your student loan lender after your annual employment obligation has been verified. Approximate processing dates and timeframes are listed below:

Sept - Oct 2015:	Commission accepts JRJ applications.
Nov - Dec 2015:	Application processing and recipient selection.
December 2015:	Email Notifications sent to all applicants.
July 2016:	Selected recipient's first year of employment will be verified with each employer.
September 2016:	Payments will be sent to the lender of designated recipients. Balances will be applied to outstanding principal balances (it will not cover future payments).

Payment Details:

Recipients are still responsible for making regularly scheduled monthly loan payments.

Additional Information Regarding Eligible Public Defenders and Prosecutors:

State and federal public defenders and state prosecutors who agree to remain employed as public defenders and prosecutors for at least three years.

- All eligible attorneys must be "continually licensed to practice law."
- Eligible **prosecutors** are full-time employees of a state or unit of local government (including tribal government), who "prosecute criminal or juvenile delinquency cases at the state or unit of local government level."
- **Public defenders** are either full-time employees of a state or unit of local government (including tribal government), or full-time employees of a nonprofit organization operating under a contract with a state or unit of local government, who "provide legal representation to indigent persons in criminal or juvenile delinquency cases."
- Attorneys who are in private practice and not a full-time employee of a non-profit organization, even if individually or part of a firm that is under contract with a state or court-appointed to provide public defense services, do not qualify as "public defenders" and therefore are not considered to be eligible as beneficiaries under this solicitation.
- Full-time **federal defender attorneys** in a defender organization providing legal representation to indigent persons in criminal or juvenile delinquency cases pursuant to Subsection)(g) of section 3006A of Title 18, United States Code are eligible.
- Attorneys providing supervision, education, or training of other persons providing prosecutor or public defender representation are also eligible.
- Prosecutors who are employees of the federal government are not eligible.
- Attorneys who are in private practice (and not a full-time employee of a non-profit organization) are not eligible, even if providing public defense services under contract to the state.
- An attorney must not be in default on repayment of any federal student loans.

Federal Income-Driven Repayment/Loan Cancellation Programs:

Various income-driven repayment plans exist, designed to make your student loan debt more manageable by reducing your monthly payment amount. For more information on these repayment plans, please visit <https://studentaid.ed.gov/repay-loans/understand/plans/income-driven>.

Appendix B

John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement

NAME: _____

In consideration of the student loan repayment incentive for which I have been offered under 42 U.S.C. §3797cc-21, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of service of not less than three years (36 months) unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who—

(A) is continually licensed to practice law; and

(B) Prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education, or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who—

(A) Is continually licensed to practice law; and

(B) Is—

(i) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation);

(ii) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation); or

(iii) employed as a full-time Federal defender attorney in a defender organization established pursuant to section 3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of appropriations. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.

3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

(1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;

(2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and

(3) A loan made under section 1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

(1) A loan made to the parents of a dependent student under section 1078-2 of Title 20.

(2) A Federal Direct PLUS Loan made to the parents of a dependent student.

(3) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.

4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.

5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.

6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).

7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.

8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.

9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.

10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.

The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.

As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: www.bja.gov/ProgramDetails.aspx?Program_ID=65.

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§ 3797cc-21(d) and (e), to provide additional student loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.

12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by

the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.

13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.

14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the John R. Justice Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you will be considered ineligible to participate in the program.

I, _____, agree to the terms of this Service Agreement.

Signature

Date